

THE HONORABLE BENJAMIN H. SETTLE

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff,

v.

DOLLAR TREE DISTRIBUTION, INC.,

Defendant.

NO. 3:20-cv-05959-BHS_____

CONSENT DECREE

I. INTRODUCTION

1. Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC") filed this lawsuit on September 28, 2020 pursuant to Section 107(b) of the American with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12117(a), which incorporates by reference Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII"), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981(a). The EEOC's First Amended Complaint alleges that Defendant Dollar Tree

1 Distribution, Inc. ("DTD") discriminated against Brian Stromberg, a qualified individual with
 2 a disability, when it did not hire him for a Warehouse Associate position on June 6, 2019. (ECF
 3 No. 19). The EEOC sought monetary and non-monetary relief for Mr. Stromberg. DTD filed
 4 an Answer to the First Amended Complaint on August 27, 2021, denying the claims in the
 5 Complaint. (ECF No. 20).

6 2. EEOC and DTD (collectively the "Parties") want to conclude fully and finally all
 7 claims arising out of the EEOC's First Amended Complaint and Mr. Stromberg's charge of
 8 discrimination filed with EEOC. The EEOC and DTD enter into this Consent Decree to further
 9 the objectives of equal employment opportunity in the ADA.
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11 3. This Consent Decree is not an adjudication or finding on the merits of this case
 12 and shall not be construed as an admission of liability or wrongdoing by DTD.

13 II. JURISDICTION AND VENUE

14 4. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337,
 15 1343 and 1345. This action is authorized and instituted pursuant to Section 107(b) of the ADA,
 16 42 U.S.C. § 12117(a), which incorporates by reference Section 706(f)(1) and (3) of Title VII
 17 of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII"), and pursuant
 18 to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981(a).

19 5. The employment practices alleged to be unlawful were committed within the
 20 jurisdiction of the United States District Court for the Western District of Washington.
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22 III. SETTLEMENT SCOPE

23 6. This Consent Decree is the final and complete resolution of all allegations of
 24 unlawful employment practices contained in Mr. Stromberg's EEOC charge, in the EEOC's
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1 administrative determination, and in the EEOC's First Amended Complaint filed herein,
 2 including all claims by the EEOC and DTD for attorney fees and costs.

3 7. No waiver, modification or amendment of any provision of this Consent Decree
 4 shall be effective unless made in writing and approved by the Parties to this Decree, and any
 5 substantive change, modification or amendment of any provision of this Consent Decree shall
 6 also require approval by the Court.

7 IV. MONETARY RELIEF

8 8. In settlement of this lawsuit, DTD shall pay Mr. Stromberg the total amount of
 9 \$50,000.00 (the "Settlement Payment"). The EEOC shall provide Defendant with fully
 10 completed W-4 and W-9 forms executed by Mr. Stromberg within five (5) business days of
 11 the entry of this Decree and DTD will provide the Settlement Payment to Mr. Stromberg by
 12 the later of: (i) ten (10) business days of receipt by DTD of the signed W-4 and W-9 forms by
 13 delivering the following to Mr. Stromberg by certified mail with proof of delivery at an address
 14 to be provided by EEOC or (ii) five (5) business days of entry of this Decree. The Settlement
 15 Payment shall be made as follows:

17 a. A check in the amount of \$15,000.00 payable to Mr. Stromberg which
 18 constitutes back pay for Mr. Stromberg. The check shall be reduced by any applicable
 19 deductions for the employee's portion of FICA and applicable federal and applicable state
 20 income tax withholdings related to the payment of wages. DTD shall pay the employer's
 21 portion of FICA. DTD shall include a statement of payments and deductions. DTD will issue
 22 Mr. Stromberg an IRS form W-2 for this payment;
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1 b. A check in the amount of \$35,000.00, which represents non-wage
2 damages payable to Mr. Stromberg. DTD will issue Mr. Stromberg an IRS form 1099 for this
3 payment.

4 9. DTD shall transmit a copy of any checks made payable to Mr. Stromberg,
5 together with an accounting of employee deductions and employer contributions made, to the
6 EEOC by sending them to: EEOC-SEFO_COMPLIANCE@eeoc.gov and
7 SEFO_DTD@eeoc.gov at the same time that payment is made to Mr. Stromberg.
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9 10. DTD has not conditioned the receipt of monetary relief on Mr. Stromberg: (a)
10 maintaining as confidential the facts and/or allegations underlying his charge, the EEOC's First
11 Amended Complaint and the terms of this Decree; (b) waiving his statutory right to file a future
12 charge with any government agency; (c) agreeing to a non-disparagement agreement; (d)
13 refraining from reapplying for a job with DTD; or (e) releasing any claim beyond the ADA
14 claims at issue in this action and which this Consent Decree resolves.

15 V. INJUNCTIVE AND OTHER RELIEF

16 A. General Provisions.

17 11. DTD and its managers, supervisors, and human resource staff are enjoined from
18 engaging in hiring practices at DTD's Ridgefield, Washington facility, which unlawfully
19 discriminate under the ADA by refusing to hire any qualified applicant because they are deaf
20 or hard of hearing.

21 12. DTD will provide prior written notice to any potential purchaser of its businesses,
22 or a purchaser of all or a portion of DTD's assets, and to any other potential successor, of the
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1 EEOC's lawsuit, the allegations raised in the EEOC's First Amended Complaint, and the
2 existence and contents of this Consent Decree.

3 13. In recognition of its obligations under the ADA, DTD's Ridgefield, Washington
4 facility shall maintain the policies and practices set forth below.

5 B. Anti-Discrimination Policies and Procedures.

6 14. Within thirty (30) days of the entry of this Consent Decree, DTD shall review and
7 revise as necessary its written policies and procedures that apply to all managers, supervisors,
8 employees and applicants at its Ridgefield, Washington facility that: (a) prohibit discrimination
9 based on disability; (b) explain to applicants and employees ("individuals") their rights and
10 responsibilities under the ADA; (c) describe the process by which an individual can file a
11 complaint with DTD based on disability discrimination; (d) state the obligation of each
12 manager and supervisor to report any complaint based on disability for investigation and to
13 prevent and correct any discrimination that is observed in the workplace or after receiving
14 notice of discrimination; (e) state DTD will investigate, maintain a record of a complaint
15 investigation, and resolve such a complaint as described below; and (f) prohibit retaliation
16 against any individual who files a disability complaint or who provides evidence during DTD's
17 investigation of such an internal complaint. The policies and procedures, and revisions if any,
18 shall be provided to the EEOC for review no later than thirty (30) days prior to implementation.
19 Within fourteen (14) days of receipt, the EEOC will advise DTD of any comments. EEOC
20 agrees to review the submitted policies and procedures in good faith.
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22 15. The policies described in Paragraph 14 will also describe the process by which an
23 applicant or employee can request a reasonable accommodation under the ADA and will
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1 include the contact information for the Associate Connection for any questions or concerns
2 about the decision.

3 16. Not later than ninety (90) days after entry of this Consent Decree, DTD shall
4 distribute a written copy of their EEO policies to all current managers, supervisors, human
5 resources personnel and employees at its Ridgefield, Washington facility. DTD will confirm
6 that it has distributed its written policies as described above within ninety (90) days of entry
7 of this Decree. Thereafter, DTD will also provide a copy of such policies to new employees
8 hired to the Ridgefield, Washington facility within thirty (30) days of hire or re-hire during the
9 duration of this Decree.
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11 17. Policy Modifications. If DTD modifies any of the policies identified in
12 Paragraphs 14 through 16 above during the duration of the Decree, DTD shall submit the
13 proposed modifications to the EEOC no later than thirty (30) days prior to implementation.
14 EEOC will notify Defendant within fourteen (14) days of receipt of the proposed modifications
15 if it has any comments. EEOC agrees to review the proposed modifications and make
16 comments in good faith.

17 18. Online Application Website Modification. Not later than sixty (60) days after the
18 entry of this Consent Decree, DTD will include a statement on its website to notify applicants
19 that DTD is an equal employment opportunity employer, and shall include a statement for all
20 positions at its Ridgefield, Washington facility that applicants selected for an interview who
21 seek an accommodation for that interview should request an accommodation with the DTD
22 recruiter scheduling the interview.
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1 C. Equal Employment Opportunity Training.

2 19. DTD shall provide ninety (90) minutes of EEO training to managers and
 3 supervisors and for all human resources/employee relations staff at its Ridgefield, Washington
 4 facility three times during the pendency of this Consent Decree. The first training shall take
 5 place no later than six (6) months after the entry of this Consent Decree. The second training
 6 shall take place no later than sixteen (16) months after the entry of this Consent Decree. The
 7 third training shall take place no later than twenty-eight (28) months after the entry of this
 8 Consent Decree. These anti-discrimination trainings will include, at a minimum: (a) an
 9 overview of the ADA with special emphasis on employee and applicant rights and
 10 responsibilities in requesting a reasonable accommodation; (b) two examples of an
 11 accommodation situation with someone who is hard of hearing, deaf, and/or speech impaired;
 12 (c) the employer's obligations in responding to requests for reasonable accommodation; (d)
 13 the interactive process; (e) the prohibition of taking an adverse action against any employee or
 14 applicant based on physical or mental disability or for requesting an accommodation; and (f)
 15 DTD's EEO policies relating to the ADA. The training shall be aimed at helping attendees
 16 understand how to define and identify disability discrimination and retaliation, and the required
 17 steps to review and respond to each request for a reasonable accommodation. DTD shall
 18 provide the training in an online interactive format, and also identify an HR person who can
 19 answer follow up questions from the trainees. After the initial training required by this Decree,
 20 DTD will provide this training to individuals hired or promoted to manager, supervisor or
 21 human resources at its Ridgefield, Washington facility within thirty (30) days of each
 22 individual's hiring or promotion.
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1 20. During the pendency of this Consent Decree, DTD shall provide at least one (1)
2 hour of annual EEO training to non-management employees at its Ridgefield, Washington
3 facility, which will include their rights and responsibilities under the ADA. This anti-
4 discrimination training will include: (a) an overview of the ADA with discussion of employee
5 and applicant rights and responsibilities in requesting a reasonable accommodation; (b) the
6 procedure for requesting a reasonable accommodation; (c) the employer's and employee's
7 roles in the interactive process; and (d) the prohibition of taking an adverse action against any
8 employee or applicant based on physical or mental disability or for requesting an
9 accommodation. DTD shall provide the training in an online interactive format, and also
10 identify an HR person who can answer follow up questions from the trainees. After the initial
11 training required by this Decree, DTD will provide this training to any new employee within
12 sixty (60) days of hire.

14 21. The trainings described in paragraphs 19 and 20 will be developed by or with the
15 assistance of an experienced training professional with experience and knowledge of the ADA,
16 including DTD's counsel. DTD shall provide the EEOC with the identity and qualifications
17 of the experienced training professional within sixty (60) days of the entry of this Consent
18 Decree. Within seven (7) days of receipt, the EEOC will advise DTD of any comments. Within
19 ninety (90) days of the date of entry of this Consent Decree, DTD shall submit the training
20 materials referenced in Paragraphs 19 and 20 to the EEOC for review. Within fourteen (14)
21 days of receipt, the EEOC will advise DTD of any comments. EEOC agrees to review the
22 submitted training materials in good faith. If during the term of the Consent Decree, DTD
23 changes its selection of the training professional and/or substantively changes the content of
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1 the training materials, DTD shall submit the background information of the new training
2 professional and/or the revised training materials to the EEOC at least thirty (30) days prior to
3 the training session to allow the EEOC the opportunity to comment on the trainer and/or
4 training materials. The EEOC will provide any comments in good faith within fourteen (14)
5 days of receipt.

6 22. All costs of training shall be borne by DTD. Any hearing-impaired employee
7 who requests a reasonable accommodation or any employee whom DTD has reason to believe
8 needs a reasonable accommodation for the training shall be provided with one. For the duration
9 of this Consent Decree, DTD shall notify the EEOC in writing of the completion of the training
10 described herein and shall specify the employee identification numbers and job titles of the
11 managers, supervisors, all human resources/employee relations staff and employees who
12 participated in and completed the training. This information shall be provided as part of the
13 compliance reports DTD submits to the EEOC.
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15 D. Policies Designed to Promote Accountability.

16 23. Not later than sixty (60) days after entry of this Consent Decree, DTD shall
17 develop and adopt policies for the Ridgefield, Washington facility that expressly advise all
18 management personnel and supervisors and all human resources/employee relations staff at its
19 Ridgefield, Washington facility, that they must comply with DTD's EEO policies and for
20 ensuring employees and applicants are not discriminated against based on disability. DTD's
21 policy shall advise that discipline, up to and including termination of employment, may be
22 imposed upon any manager or supervisor, and any human resources/employee relations staff
23 who provided advice to such manager or supervisor, if DTD determines that individual(s) has
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1 discriminated against an employee or applicant based on disability. In addition, DTD's policies
 2 shall inform managers and supervisors of their obligation to report any complaint based on
 3 disability for investigation, prevent and correct any discrimination that they observe in the
 4 workplace or after receiving notice of discrimination, and warn that failure to take such action
 5 will result in disciplinary action.

6 24. During the pendency of this Consent Decree, DTD shall make available a hiring
 7 or human resources official, or other appropriate personnel responsible for hiring at its
 8 Ridgefield, Washington facility, for audits upon request by EEOC to determine compliance
 9 with this Consent Decree. EEOC shall provide notice of audit subject matter not later than ten
 10 (10) business days in advance but, at a minimum, the audit shall include whether DTD has
 11 denied employment to any individual who has identified him/herself as being deaf or hard of
 12 hearing during the hiring process and has requested an accommodation during the hiring
 13 process at its Ridgefield facility, and whether Defendant has received any complaints about
 14 disability discrimination against individuals who are deaf or hard of hearing at its Ridgefield
 15 facility. Any requested audit will be conducted at a mutually agreeable time and place. DTD
 16 may elect to have its counsel present during any audit meeting or discussion.

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 18 E. Reporting and Notice.

19 25. DTD shall report to the EEOC three times during the two and one-half (2.5) years
 20 duration of this Consent Decree. The first report shall be submitted no later than thirty (30)
 21 days after conducting DTD's first training session for the managers, supervisors and human
 22 resources/employee relations staff at its Ridgefield, Washington facility, as described in
 23 Paragraph 19. The second report shall be submitted no later than thirty (30) days after
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conducting DTD's second training session for the managers, supervisors and human resources/employee relations staff at its Ridgefield, Washington facility, as described in Paragraph 19. The third report shall be submitted no later than thirty (30) days after conducting DTD's third training session for the managers, supervisors and human resources/employee relations staff at its Ridgefield, Washington facility, as described in Paragraph 19. The reports, and any other information required in this Consent Decree, shall be in writing and submitted to: EEOC-SEFO_COMPLIANCE@eeoc.gov and SEFO_DTD@eeoc.gov. The reporting period will run from the date of the entry of this Consent Decree.

26. These reports shall contain the following information and attachments:

a. Certification that DTD has:

- (1) Revised and/or maintained its written EEO policies and procedures and distributed copies of its EEO policy as described in Paragraphs 14 - 18;
- (2) Complied with the training provisions enumerated in this Consent Decree in Paragraphs 19 - 22;
- (3) Continued to enforce policies and procedures to promote EEO accountability by managers and supervisors, as required by Paragraph 23 - 24; and
- (4) Complied with all other provisions of this Consent Decree.

b. Copies of the following documents shall be included with each report:

- (1) A copy of DTD's EEO policy and procedures developed and implemented in accordance with the provisions of this Consent Decree;
- (2) A summary of formal or informal discrimination complaints that allege disability discrimination against any individual claiming to be deaf, hearing impaired or speech impaired, if any, filed by any individual employed at or seeking employment at the Ridgefield, Washington facility. The summary shall include the following information:

(i) Name, full address, email address, and telephone numbers of the complaining individual;

(ii) A report of the resolution of each complaint, including the identification of the individuals involved, their titles, the particulars of the complaint, a summary of the investigation, the company's determination, and any corrective action taken; and

(iii) Name(s) and title of individual(s) who received, investigated, and or otherwise addressed and took action based on the complaint.

(3) A sign-in sheet or list of the employee identification numbers and job titles of each manager, supervisor, human resources/employee relations staff and employee of DTD's who completed EEO training described herein and the dates the training was conducted during the previous reporting period.

27. If applicable, DTD shall submit a statement with its report to the EEOC specifying the areas of noncompliance, the reason for the noncompliance, and the steps that were or shall be taken to bring the Company into compliance.

28. If the EEOC is required by the provisions of this Consent Decree or otherwise needs to provide notice or information to DTD, it will do so by sending written notice to DTD's Chief Legal Officer at 500 Volvo Parkway, Chesapeake, VA 23320 and to eeocnotification@dollartree.com.

1 F. Posting.

2 29. DTD shall post a Notice at its Ridgefield, Washington facility. This Notice is
3 attached as Exhibit 1 to this Consent Decree. The Notice shall be posted on a centrally located
4 bulletin board at the Ridgefield, Washington facility.

5 VI. ENFORCEMENT

6 30. If the EEOC determines that DTD has not complied with the terms of this Consent
7 Decree, the EEOC shall provide written notification of the alleged breach to DTD. The EEOC
8 shall not petition the Court for enforcement of this Consent Decree for at least twenty (20) days
9 after providing written notification of the alleged breach. The 20-day period following the
10 written notice shall be used by the EEOC and DTD for opportunity to cure and good faith efforts
11 to resolve the dispute.
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13 VII. RETENTION OF JURISDICTION

14 31. The United States District Court for the Western District of Washington at
15 Tacoma shall dismiss this action with prejudice and retain jurisdiction over this matter for the
16 duration of this Consent Decree.

17 VIII. DURATION AND TERMINATION

18 32. This Consent Decree shall be in effect for two and one-half years (2.5) years from
19 the date of entry of the Decree. If the EEOC petitions the Court for breach of this Consent
20 Decree, and the Court finds DTD to be in violation of the terms of the Consent Decree, the
21 Court may extend the duration of this Consent Decree.
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1 Respectfully submitted this 11th day of January, 2022.

2 By: /s/ Roberta L. Steele

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20 Attorneys for Defendant Dollar Tree Distribution, Inc.
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ORDER APPROVING CONSENT DECREE

The Court, having considered the foregoing Proposed Consent Decree of the Parties, HEREBY ORDERS THAT the Consent Decree be, and the same hereby is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees. The Court retains jurisdiction of this matter for purposes of enforcing the Consent Decree approved herein.

DATED this 11th day of January, 2022.



BENJAMIN H. SETTLE
United States District Judge

Presented by:

/s/ Raymond T. Cheung

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

1 **IN THE UNITED STATES DISTRICT COURT**
2 **FOR THE WESTERN DISTRICT OF WASHINGTON**
3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on January 11, 2022, I electronically filed the foregoing “[**PROPOSED**]
5 **CONSENT DECREE**” with the Clerk of the court using the CM/ECF system which will send
6 notification of such filing to all counsel of record including:

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